

# TRANSFER AGENT AND REGISTRAR AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## BETWEEN:

ISSUER, a company duly incorporated under the laws of \_\_\_\_\_, having its registered office in the City of \_\_\_\_\_ (herein called the "Company")

- and -

TRUSTCO, a trust company incorporated under the laws of \_\_\_\_\_, having an office in the City of \_\_\_\_\_

## WHEREAS:

- A. The Company has filed a Preliminary Prospectus with the \_\_\_\_\_ Securities Commission providing for a public offering of \_\_\_\_\_ Common Shares of the Company (the "Shares");
- B. The Company desires to have Trustco act as Registrar and Transfer Agent with respect to the Shares, and to maintain the Register of Holders and Register of Transfer at its office in the City of \_\_\_\_\_, and Trustco has agreed to so act;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises and agreements contained herein, the parties hereto covenant and agree as follows:

### 1. Transfer Agency and Registrarship

The Company hereby appoints Trustco as transfer agent and registrar for the Company in the aforementioned office(s) of its aforementioned Shares, and Trustco hereby accepts such appointment upon the terms and conditions herein contained.

### 2. Dividend Disbursing Agent

The Company hereby appoints Trustco as agent to disburse dividends to the shareholders of the Company, which may from time to time be declared by the Board of Directors of the Company on the Shares and Trustco hereby accepts such appointment upon the terms and conditions herein contained.

Trustco shall disburse to the shareholders of the Company all dividends which may be declared by the Board of Directors of the Company on the Shares upon receiving a certified copy of a resolution of the Board of Directors of the Company declaring such dividends as well as funds in an amount sufficient for the payment of such dividends at least \_\_\_\_ ( ) business days before each dividend disbursement date.

### 3. Registers of Holders and of Transfers

Trustco shall keep the Company's Register of Holders and Register of Transfers (collectively the "Registers") and share certificates, and, subject to any particular instructions as may from time to time be given to it by or under the authority of the Board of Directors of the Company, Trustco shall:

- (a) make such entries from time to time in the registers as may be necessary in order that the accounts of each shareholder of the Company be properly and accurately kept and transfers of Shares properly recorded;
- (b) countersign and issue Share certificates to the shareholders entitled thereto representing the Shares held by or transferred to them respectively;

- (c) record the particulars of all transfers of Shares upon the Register of Transfers;
- (d) furnish to the Company, at the Company's expense, at all times such statements, lists, entries, information and material concerning transfers and other matters prepared by it as transfer agent and Registrar of the Company including all reasonable documents, papers, information and material as it may have and as the Company may require.

#### **4. Signatories**

The Company hereby undertakes to deliver any appointment of signatories which may be required from time to time to Trustco. The Company shall provide Trustco with certified specimens of the signatures of the Directors and/or Officers of the Company authorized to sign share certificates and other documents.

The Company further undertakes to provide Trustco with all possible assistance in identifying the signatures of shareholders so that Trustco may be in a position to guard against illegal transfers.

Trustco may act upon any signature, certificate or other document believed by it to be genuine and to have been signed by the proper person or persons or refuse to transfer a share certificate if it is not satisfied as to the propriety of the requested transfer and in so doing Trustco shall be held harmless by the Company from all liability and expense if acting in good faith.

#### **5. Legal Advice**

Trustco is hereby authorized, at its discretion and at the Company's expense, to refer all documents or requests relating to any transfers to the Company's solicitors or to the solicitors for Trustco for direction and advice and Trustco, in so doing, shall be held harmless from any liability for any action taken by it in accordance with such instructions or advice. Trustco may, however, pass on any documents which appear to it to be in order, and in such cases shall be held harmless by the Company from any liability and expense if acting in good faith.

**THIS IS A 4-PAGE DOCUMENT.**